

## LICENSE SUBSCRIPTION AND SERVICES AGREEMENT

This License Subscription and Services Agreement (the “Agreement”) is made as of \_\_\_\_\_ (the “Effective Date”) by and between Decision Lens, Inc., a Delaware corporation, with principal offices at 4075 Wilson Blvd, 9th Floor, Arlington, Virginia 22203 (“We,” “Us,” “Our,” “Decision Lens” or “DL”), and [INSERT CUSTOMER NAME], (“You,” “Your” or “Customer”) with principal offices at \_\_\_\_\_. Each of Decision Lens and the Customer may be referred to herein as a “Party” or collectively as the “Parties.”

1. Scope of Agreement Definitions. This Agreement covers the (i) license and permitted use of the DL Software, (ii) access to DL Hosting and (iii) access to Customer Support. Unless otherwise defined in this Section 1, the capitalized terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:

1.1. “Authorized User” means Your employee(s) (or other third-party consultants as authorized by You under Section 5.2 of this Agreement) who is authorized by You to access or use the DL Software, the DL Hosting or access the Customer Support in the manner authorized in this Agreement and within the scope identified in an Order Form.

1.2. “Basic Blueprint” means the generic decision models for a given substantive area of interest (e.g., hiring, research and development, etc.) created by Us based on generally available information that are made available (whether online or in hard copy format) to Customer and are designated as a “Basic Blueprint” by Us.

1.3. “Blueprints” means Basic Blueprints, Enhanced Blueprints and Published Blueprints.

1.4. “Confidential Information” shall have the meaning set forth in Section 10 of this Agreement.

1.5. “Content” means any presentations, photographs, illustrations, icons, articles, text, audio clips, video clips or Customer Data.

1.6. “Customer Data” means any and all proprietary business data relating to Your business, including, without limitation, any and all data and information furnished to Us in the course of or incident to performing hereunder.

1.7. “Customer Downtime” means downtime, failure, disruption or interruption in the DL Hosting caused by or attributable to You, including, without limitation, (x) failure, interruption or disruption attributable to the actual or attempted acts or omissions of Your (i) Authorized Users, (ii) employees or (iii) independent contractors or agents, or (y) technical failure of Your telephone, computer, connectivity or any other equipment needed to access and use the DL Software, Customer Support, documentation and DL Hosting, as applicable.

1.8. “Customer Hosted” means the right granted by Us during an Order Term for You to install and use the DL Software at Your location and the right to the technical support as provided on Exhibit C to this Agreement, as applicable. An Order Form must designate that it is a Customer Hosted Subscription in order for You to have the right to install and use the DL Software. In the absence of a Customer Hosted Subscription designation on an Order Form, We will host the DL Software per Section 7 of this Agreement.

1.9. “Customer Support” means access to Decision Lens technical support as identified in Section 6 of this Agreement.

1.10. “Decision Lens Hosted Subscription” means an order where We will host the DL Software.

1.11. “DL Hosting” means the hosting services provided by Us under a Subscription. These services include the collection of managed services, including system administration, hardware management, software system management, network operations, public Internet bandwidth, backup and restoration activities, program management and crisis management activities, which are collectively used to make the DL Software available online via a Decision Lens provided login link. In cases where You host the DL Software at Your location, We do not have an obligation to provide DL Hosting.

1.12. “DL Software” means Our proprietary software and advanced framework in object code for group decision-making, and all updates, improvements, bug fixes, or other modifications.

1.13. “Documentation” means the user guides and training materials made available by Us (whether online or in hard copy format) that provide installation and/or operating instructions for use of the DL Software by You.

1.14. “Enhanced Blueprint” means a Basic Blueprint that has been further enhanced by Us based on (a) feedback from customers and experts, and (b) Anonymous Customer Blueprint Usage Data (as defined in Section 8.2 below and collected with customer consent) created by Us and made available to You (whether online or in hard copy format) and is designated as an “Enhanced Blueprint” by Us in accordance with our then-current generally applicable practices and policies.

1.15. “Force Majeure” means an event caused by conditions beyond the reasonable control of such Party including, but not limited to, governmental action, terrorism, war, acts of public enemies, strikes or other labor disturbances, civil or military authority, fires, floods, or other natural calamities, acts of God, telecommunications failure, electrical outages, any service failure or disruption caused by other service providers, or systems, severe network outages in co-location site networks, error in the coding of electronic files or any causes of like or different kind beyond the reasonable control of such Party.

1.16. “Implementation Services” means installation, configuration and/or training services as specified in an Order Form or Statement of Work.

1.17. “Order Form” means the document by which You order Subscriptions from Us and includes a description and fee schedule of the applicable services (including specific deliverables and estimated time schedule, if any) as well as payment terms.

1.18. “Order Term” means the period of time as identified on a fully executed Order Form during which You may use or access the DL Software, Customer Support and DL Hosting, as applicable.

1.19. “Technical Services” means the services that we will provide to You, pursuant to an Order Form, and may include, as applicable, Implementation Services, educational services, facilitation, advance analytics, training and other technical services.

1.20. “Published Blueprint” means a Basic Blueprint that has been further refined and modified by You and designated by You as a Published Blueprint through the DL Software in accordance with Section 8.3.

1.21. “Scheduled Maintenance” means downtime to the DL Hosting during which We perform upgrades, bug fixes or other systems servicing to the DL Software or data center environment.

1.22. “Statement of Work” (SOW) is the document that describes the activities and deliverables to be provided by Our technical services team, and Our responsibilities and Your responsibilities under that document. The Initial Statement of Work, if applicable, is attached as Exhibit B to this Agreement.

1.23. “Subscription” means the combination of a license to use the DL Software, access to Our Customer Support, and, as applicable, access to DL Hosting.

1.24. “Term” shall have the meaning set forth in Section 11.1 of this Agreement.

## 2. Orders.

2.1. Order Forms. During the Term, the Parties may execute one or more Order Forms for You to order Subscriptions from Us. We agree to provide the Subscription to You under the terms of the Texas Department of Information Resources (DIR) Contract No. DIR-TSO-3150 and this Agreement pursuant to one or more Order Forms. The Parties shall negotiate and sign each Order Form separately. Each Order Form shall set out a description and fee schedule of the applicable services (including specific deliverables and estimated time schedules, if any), payment terms and any other additional terms that are agreed to by the Parties. Each Order Form shall be attached to this Agreement and incorporated in this Agreement by reference. Exhibit A to this Agreement sets forth the initial Order Form. In the event of any conflict between the provisions of this Agreement and the terms of any Order Form(s), the conflict shall be resolved in the following order of priority of interpretation: (a) the Order Form(s); and (b) this Agreement.

You agree that the validity of any Order Form(s) is not contingent on the delivery of any future functionality or features.

### 3. License Grant.

3.1. Subject to the terms and conditions of DIR Contract No. DIR-TSO-3150, this Agreement and in consideration for the payment of the applicable fees included in the Order Form, as part of a Subscription, We hereby grant to You, solely during the Order Term, a limited, non-exclusive, non-transferable term license (the "License") to access and use the DL Software, as applicable, as well as any Documentation, solely for your internal business use, within the business or functional unit identified on an Order Form, limited to use within the scope defined on an Order Form and in accordance with the Documentation. If You elect to have Us provide DL Hosting, We will provide access to the DL Software to Authorized Users. Access means providing a way to use the DL Software where We operate and manage the DL Software on behalf of You via the DL Hosting. In the case of a Customer Hosted Subscription, Your installation of Our Software is subject to the technical requirements in Our then-current Technical and System Security Specifications document, a copy of which is available at [decisionlens.com/documents/technicalandsecurityspecifications](https://decisionlens.com/documents/technicalandsecurityspecifications).

3.2. You acknowledge and agree that, as between the Parties, the DL Software (including any upgrades, updates or any modifications thereto and/or new versions thereof), the Documentation, and all computer programs, related documentation in whatever form, screen displays, images and other information contained therein or related thereto, and all patents, copyrights, trademarks and other intellectual property rights and other rights with respect thereto, are and shall remain the exclusive property of Decision Lens, and that no rights therein or thereto are granted or otherwise transferred under this Agreement except as expressly set forth herein.

3.3. As specified on an Order Form, the Parties may agree during the Term that We will host the DL Software for the benefit of You and/or your Authorized Users within a managed data center environment. You shall provide all reasonable assistance to Us in provisioning the DL Hosting, including, without limitation, providing all information required for setup and any branding materials, if applicable.

3.4. We reserve the right to charge an additional fee for add-in modules and for new version releases or upgrades that contain substantial additional functionality or substantially improved performance, in accordance with DIR Contract No. DIR-TSO-3150. These types of major version releases that include an additional fee will not be mandatory and are optional for You and not considered bug fixes or other modifications or updates to other DL Software that may have been licensed by You.

### 4. Content; Data.

4.1. License for Customer Data. In the event We are hosting the DL Software on behalf of You, You grant to Us a limited, non-exclusive, non-transferable license to store and use the Content to the extent necessary for Us to perform our obligations and exercise our rights hereunder subject to the administrative, physical and technical safeguards described in Section 7.

4.2. Customer Content. If, in the process of using the DL Software (whether hosted by Us or not), You, or any Authorized User, uploads, records or otherwise transmits any Content to Us, then You represent and warrant to Us that You: (a) are the owner or authorized user of the Content; (b) are solely responsible for the Content; and (c) acknowledge and agree that We neither control nor guarantee the accuracy, integrity or quality of the Content. You further agree that You will not use the DL Software or upload, record or otherwise transmit any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulation (the "Law"); (iii) is defamatory, trade libelous, threatening, harassing, obscene, harmful, or pornographic; or (iv) contains any viruses or other software that is intended to damage or interfere with (or surreptitiously intercept or capture) any system, data or personal information. Because

You and any Authorized Users will be in control of the Content displayed online as a part of use of the DL Software, You understand that by utilizing the DL Software that users may be exposed to Content that is improper, offensive or a violation of the Law and therefore, under no circumstances will We be liable to any person or entity for any alleged damages sustained by the distribution of the Content to any user. Upon termination of this Agreement, Content will be removed from Our website and You may request at termination to receive Customer Content in XML file format. Should You or an Authorized User submit technical support questions, comments, feedback or suggestions to Us, then You agree that We may edit and post those questions, comments, feedback or suggestions with the response, (without revealing personal information), on Our support website and that all such questions, comments, feedback and suggestions shall remain Our property.

4.3. Anonymous Customer Blueprint Usage Data. If You elect to gain access to Enhanced Blueprints, and We create Anonymous Customer Blueprint Usage Data as contemplated by Section 8.2, then the Parties acknowledge and agree that We will own the Anonymous Customer Blueprint Usage Data (as defined in Section 8.2), but not any data that is identifiable uniquely or specifically to You ("Customer Specific Data"). You shall retain ownership of all Customer Specific Data.

4.4. Usage Data. You acknowledge that We may monitor usage of Our Basic Blueprints and report such usage on a generic, aggregated and anonymous basis to other users of the Basic Blueprints.

## 5. Restrictions.

5.1. You can access and use the DL Software, DL Hosting, and Customer Support solely for Your internal use as permitted hereunder. You and each Authorized User may not access, distribute or use the DL Software, DL Hosting or Customer Support except as expressly permitted under this Agreement, or the terms of the Order Form, including the requirements provided by applicable U.S. intellectual property laws and U.S. copyright laws. Except as permitted by this Agreement, any distribution of any portion of the DL Software is expressly prohibited. Furthermore, You and any Authorized User shall not, nor shall You or they permit others to do any of the following: (a) sell, distribute, transmit or otherwise provide access or use of the DL Software, DL Hosting or Customer Support to any person not authorized by this Agreement; (b) unless agreed to in an Order Form, store any DL Software in any information storage and retrieval system which either (i) provides access to any person not authorized by this Agreement, or (ii) provides concurrent usage by more end users than those authorized by this Agreement; (c) rent, sublicense, lease, assign or grant any right to use DL Software, DL Hosting or Customer Support to any person other than You or an Authorized User; (d) copy, reproduce, create derivative works from, de-compile, disassemble or otherwise reverse-engineer the DL Software or DL Hosting or in any other way alter, translate, modify or adapt the DL Software or DL Hosting; (e) make use of the Internet or an Intranet to provide access to the DL Software, DL Hosting or Customer Support through any local or wide area networks, timesharing services, multiple site arrangements or other forums which permit multiple simultaneous access or distribution other than as permitted by this Agreement; or (f) use the DL Software or DL Hosting to process data or provide analytical services to any third party or for any purpose other than Your internal use. Any access to or use of the DL Software (or any part thereof), DL Hosting or Customer Support by persons or other users who are not an Authorized User and this Agreement is specifically prohibited.

5.2. You may allow your third-party consultants to access and use the DL Software, DL Hosting and Customer Support as Authorized Users solely for Your internal use permitted hereunder, provided that (a) such third-party consultant has signed an agreement with You protecting Our intellectual property rights with terms no less stringent than the terms and conditions contained in this Agreement; and (b) You ensure that such third-party consultant access to and use of the DL Software, DL Hosting and Customer Support complies with the terms of this Agreement.

6. Customer Support. During an Order Term, as part of a Subscription to the DL Software, We will provide You with access to customer support for the DL Software in accordance with the Order Form and Our then-current Customer Support. Your access to Customer Support expires at the end of an Order Term. Customer Support is limited to technical support directly related to use of the DL Software included on the applicable Order Form. Customer Support may be provided remotely via telephone or web-based services or, at Your request, may be provided in person. Travel costs are not included in the fees identified on an Order Form and You will be responsible for reimbursing Us for the costs of any travel You request associated with delivering Customer Support.

7. DL Hosting. This section does not apply to You when you install the DL Software at Your location. During an Order Term, as part of a Subscription to the DL Software, We will provide You with access to DL Hosting to enable You to access and use the DL Software in accordance with this Agreement which shall be comprised of access to a web portal or the website with password protected access to our managed data center environment. We will use commercially reasonable efforts to make the DL Software available to the Internet for access by You 99.0% of the available time, excluding any outages on account of or caused by Customer Downtime, any maintenance updates of the DL Software or any Force Majeure event. We reserve the right to modify the DL Software or DL Hosting at any time and agree to use commercially reasonable efforts to notify You of any such modifications to the extent that such modifications affect functionality in a materially adverse manner. We will use commercially reasonable efforts to coordinate Scheduled Maintenance during off-hours of the normal workweek. We will use reasonable commercial efforts to coordinate with You regarding the scheduling of any emergency maintenance. We will maintain appropriate administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data. As part of the DL Hosting, we will, during the hours of 8:30 a.m. to 5:00 p.m. Eastern Time Zone (ET) on weekdays (exclusive of holidays), make reasonable telephone or email based technical support available to Your personnel. When Our staff is unavailable, we will provide voice mail and email access that will be checked periodically.

8. Blueprints.

8.1. During an Order Term, as part of a Subscription to the DL Software, We will provide You with free access to Basic Blueprints. Basic Blueprints are the property of Decision Lens and use of the Basic Blueprints is subject to the same terms and conditions as the DL Software (including without limitation Sections 5, 10, 11.5, and 12 as if it were DL Software). Basic Blueprints are provided as references to You and use of, or reliance on, Basic Blueprints is at Your sole discretion. The decision models in the Basic Blueprints are based on public domain sources, web searches, journal articles, texts and expert interviews. We do not guarantee that any Basic Blueprint will meet Your needs and the Basic Blueprints are only intended as a reference point for You to create Your own decision model. Basic Blueprints may only be used with the DL Software.

8.2. During an Order Term, as part of a Subscription to the DL Software, We will provide You with the option of accessing Enhanced Blueprints. If You elect the option to access the Enhanced Blueprints, that option will be noted on the Order Form and use of the Enhanced Blueprints will be subject to the same terms and conditions as the DL Software (including without limitation Sections 5, 10, 11.5, and 12 as if it were DL Software), unless otherwise provided on the Order Form. If access to the Enhanced Blueprints is not noted on the Order Form, this Section 8.2 will not apply to You. You do not need to access the Enhanced Blueprints and use of Enhanced Blueprints is not required to use the DL Software. Access to the Enhanced Blueprints is entirely at Your discretion. Enhanced Blueprints are developed and customized by Us based on the aggregation and analysis of Your use and customization (and other customers' use and customization) of an Enhanced Blueprint or a Basic Blueprint on an anonymous basis (the "Anonymous Customer Blueprint Usage Data"). The Anonymous Customer Blueprint Usage Data used to create

Enhanced Blueprints is aggregated with other customers' data and neither the Anonymous Customer Blueprint Usage Data, nor the resulting Enhanced Blueprint, will identify You or Your decision modeling data, priorities or decisions. To view Enhanced Blueprints, You must make Your data available to Us to analyze to create the Anonymous Customer Blueprint Usage Data for use in Enhanced Blueprints.

8.3. From time-to-time, an officer of Decision Lens may inquire, through a letter or other written communication, about whether You want to make any of your decision models available as a "Published Blueprint." You will have the option to make Your own uniquely created decision model(s) available as a blueprint for all Our other current and future customers to use with the DL Software. For purposes of clarity, You and Decision Lens acknowledge that You are not required to make any of your own uniquely created decision models available as a Published Blueprint, and it is solely up to You as to whether you desire to make a decision model available as a Published Blueprint. To make a decision model available as a Published Blueprint, You must specifically elect to make your decision model a "Published Blueprint" in response to Our request. If You have made this election, We will review this election and then, if accepted for publication, We will publish this Published Blueprint in Our library of Published Blueprints. By uploading Published Blueprints to Us, You release all Your rights over the Published Blueprint and hereby grant a perpetual, irrevocable, royalty free, worldwide right and license to Us and all Our current and future customers to use, copy, modify, publicly display and otherwise commercially exploit the Published Blueprint. Published Blueprints may identify Your identity. We have the right to remove any Published Blueprint from Our library at any time. If You elect to use a Published Blueprint of one of our other clients, use of such Published Blueprint is subject to the same terms and conditions as the DL Software (including without limitation Sections 5, 10, 11.5, and 12 as if it were DL Software). However, You expressly acknowledge and agree that the indemnification provisions of DIR Contract No. DIR-TSO-3150 do not apply to such Published Blueprints of Our other clients.

## 9. Orders; Provisioning; Fees.

9.1. You shall pay all fees specified in an Order Form. Except as otherwise specified herein, or in an Order Form, all fees are (i) based on the Subscription ordered and not actual usage, and (ii) payment obligations are non-cancellable and non-refundable except as provided for by DIR Contract No. DIR-TSO-3150. This Agreement may accommodate multiple Order Forms and each Order Form shall be incorporated into and become a part of this Agreement upon acceptance by Us. The duration and type of Subscription provided to You shall also be identified on the Order Form.

9.2. Unless agreed to otherwise in an Order Form, We will issue an invoice for all fees due under this Agreement annually in advance and, upon renewal, the fees shall be due and payable to Us at least thirty (30) days prior to the anniversary of the Effective Date. You agree to pay undisputed invoices within thirty (30) days after the date of Our invoice, unless otherwise specified in an Order Form or DIR Contract No. DIR-TSO-3150.

9.3. You agree to reimburse Us for our reasonable travel expenses in accordance with DIR Contract No. DIR-TSO-3150. You also agree to reimburse Us for any fees or charges incurred due to the cancellation of any travel by You within thirty (30) days of the agreed upon travel date.

9.4. Payments and payment disputes shall be made and/or resolved in accordance with DIR Contract No. DIR-TSO-3150.

9.5. You shall be solely responsible and liable for any and all applicable federal, state and/or local sales, use or similar taxes in connection with (a) the DL Software (whether hosted by Us or Customer Hosted) (b) DL Hosting or Customer Support, (c) receiving any Technical Services, including implementation and other services, unless You furnish a certificate evidencing your tax-exempt status.

10. Confidential Information.

10.1. Confidential Information. Shall be handled in accordance with Appendix A, Section 5, to DIR Contract No. DIR-TSO-3150. In addition, You acknowledge and agree that the DL Software, Documentation, Customer Support, DL Hosting and other related data, information or materials relating to the business of providing automated decision making solutions disclosed by Us to You, will be treated as confidential and valuable trade secret information belonging exclusively to Us (the "Confidential Information"). We acknowledge and agree that data which You provide Us which is marked Confidential will be treated as Confidential Information under the terms of this Agreement and we may only disclose your Confidential Information to our affiliates and subcontractors as necessary to provide DL Hosting, Customer Support or Technical Services. The use of DIR's logo shall be done in accordance with Appendix A, Sections 7,F. and 7,G to DIR Contract No. DIR-TSO-3150. Upon execution of this Agreement, You grant Us the right to issue a press release within sixty (60) days announcing Your selection of Decision Lens.

10.2. Obligations. During the Term of this Agreement and after its termination or expiration, each Party shall hold the Confidential Information of the other Party in strictest confidence, and shall not disclose it (or authorize third parties to disclose it) to any third party without the prior written consent of the other Party or as otherwise permitted under this Agreement. Each Party also agrees to use commercially reasonable efforts to protect one another's Confidential Information. Each Party may use any Confidential Information only as expressly permitted herein. Each Party shall be fully and directly responsible and liable to the other Party for any breach of this Section 10 by its employees, any Authorized User or any other third party receiving access to any Confidential Information through or on behalf of such Party and/or its employees.

10.3. Exclusions. "Confidential Information" shall not include information which such Party can document (a) is publicly known through lawful means; (b) was rightfully in the possession of or independently developed by such Party at the time of disclosure thereof by the other Party; (c) is disclosed to such Party without confidential or proprietary restriction by a third party who rightfully possesses the information (without confidential or proprietary restriction) and did not learn of it, directly or indirectly, from the other Party or (d) is required to be disclosed by law, a court order or competent government authority, provided that in such case the receiving Party shall promptly inform the disclosing Party of such requirement and shall cooperate with the disclosing Party to allow such Party to obtain a protective order.

10.4. Equitable Relief. Upon any breach of this Section 10 or threat thereof, the Party whose Confidential Information is at issue shall be entitled as a matter of right without proof of actual damages, to seek injunctive and other equitable relief, in addition to any other remedies available to it at law or hereunder.

11. Term and Termination; Effect Upon Termination.

11.1. Term and Termination. The term ("Term") of this Agreement shall commence on the Effective Date and shall continue for three (3) years and will automatically renew in one (1) year increments unless either Party terminates the Agreement by providing written notice to the other at least sixty (60) days prior to the applicable anniversary of the Effective Date.

11.2. This Agreement and any outstanding Order Forms may be terminated in accordance with Appendix A, Section 11 - Contract Enforcement, to DIR Contract No. DIR-TSO-3150.

11.3. We reserve the right, in our sole discretion, to suspend any Customer Support, access to the DL Software, or any DL Hosting following Your breach of any of Your obligations under the Agreement or an Order Form until such time the same has been cured by You.

11.4. Upon expiration or termination of this Agreement for any reason, or at the expiration of an Order Term where the Order Term was not renewed, (a) all licenses and rights granted hereunder shall cease; (b) You shall immediately (i) cease (and shall cause Your employees and any Authorized User to immediately cease) all use of the DL Software, DL Hosting, Customer Support and the Documentation; (ii)

remove the DL Software and any and all component parts thereof from any computer or storage device or media in Your possession or control, including without limitation any magnetic media or paper back-up; and (iii) return to or destroy, at Our sole option and request, all tangible materials and all copies thereof, in whatever media, then in Your possession or control, containing or embodying any of Our Confidential Information; and (c) each Party shall take such other actions as the disclosing Party may reasonably request to ensure that no Confidential Information remains in the receiving Party's or any of its employees' or Authorized Users' possession or control and shall, at the disclosing Party's request, deliver to the disclosing Party a written certificate of compliance with this Section 11.4, which certificate shall be reasonably satisfactory to the disclosing Party; and (d) any undisputed fees owed by You to Us hereunder shall become immediately due and payable to Us. If the Agreement is terminated because of Our fault or default, act or omission, then the Parties will carry out the obligations of this Section 11.4 in a manner and in a timeframe allowing for Your need to transition away from the products and services provided hereunder, and the issue of fees will be addressed in the course of the resolution and disposition of the issues giving rise to such termination.

12. WE WARRANT THAT THE DL SOFTWARE WILL SUBSTANTIALLY CONFORM TO THE APPLICABLE DOCUMENTATION FOR SUCH SOFTWARE AND THAT ANY PHYSICAL MEDIA PROVIDED BY US WILL BE FREE FROM MANUFACTURING DEFECTS IN MATERIALS AND WORKMANSHIP UPON DELIVERY (I.E., VIA PHYSICAL SHIPMENT OR ELECTRONIC DOWNLOAD). WE DO NOT WARRANT THAT THE OPERATION OF DL SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS CAN BE CORRECTED, OR THAT DL SOFTWARE MEETS CUSTOMER'S REQUIREMENTS, EXCEPT IF EXPRESSLY WARRANTED BY DL IN ITS QUOTE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM OF THE SOFTWARE PRODUCTS FROM INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS AND OBLIGATION OR LIABILITIES FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE PRODUCTS.

12.1. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE DL SOFTWARE AND THE DL HOSTING, AS APPLICABLE. YOU ACKNOWLEDGE AND AGREE THAT THE DL SOFTWARE AND ANY CUSTOMER SUPPORT OR DL HOSTING ARE TOOLS TO ASSIST YOU IN EVALUATING DIFFERENT DECISION OUTCOMES BASED UPON THE SUBJECTIVE BELIEFS AND OPINIONS OF YOU AND YOUR AUTHORIZED USERS OF CRITERIA DEVELOPED AND CREATED BY SUCH AUTHORIZED USERS AND/OR YOU. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE DL SOFTWARE OR THE INFORMATION CONTAINED IN ANY REPORT, AND FOR ANY RELIANCE OR DECISION THEREON.

13. [INTENTIONALLY OMITTED]

14. LIMITATION OF LIABILITY. Shall be as stated in Appendix A, Section 10.K – Limitation of Liability, to DIR Contract No. DIR-TSO-3150.

14.1. The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section form an essential basis of this Agreement and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

15. Miscellaneous Provisions.

15.1. Notice. All notices relating to this Agreement shall be in writing, signed by the Party giving or making such notice or communication, and shall be delivered by: (a) personal delivery; (b) facsimile transmission; (c) certified or registered mail, return receipt requested by electronic mail; or (d) recognized



overnight courier service. Notices shall be sent to the address of the other Party set forth in the Order Form, or such other address as either Party may specify in writing in accordance with this Section and shall be deemed given upon personal delivery, three (3) business days after deposit in the mail, one (1) business day if delivered by overnight courier, or upon acknowledgment of facsimile transmission.

15.2. Survival of Certain Provisions. Sections 1, 4, 5, 9, 10, 11, 12, 14 and 15 hereof shall survive termination or expiration of this Agreement.

15.3. Assignment. Shall take place in accordance with Appendix A, Section 4.D – Assignment, to DIR Contract No. DIR-TSO-3150.

15.4. Force Majeure. Shall be in accordance with Appendix A, Section 11.C – Force Majeure, to DIR Contract No. DIR-TSO-3150.

15.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. The sole and exclusive venue for all legal and (if any are allowed herein), equitable proceedings arising under or in relation to this Agreement will be the State District Court of Travis County, Texas. Each of the Parties agree that in no event will this Agreement be governed by the U.N. Convention on Contracts for the International Sale of Goods.

15.6. Entire Agreement. DIR Contract No. DIR-TSO-3150, it's Appendices and Exhibits, this Agreement, and the applicable exhibits, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals, and understandings, whether written or oral, between the parties with respect to such subject matter. The terms and conditions of DIR Contract No. DIR-TSO-3150, it's Appendices and Exhibits, and this Agreement shall prevail regardless of any preprinted or conflicting terms on a Customer's purchase order; any preprinted or conflicting terms shall be null and void, unless expressly stated on an Order Form.

15.7. Severability. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, such decision shall not affect the validity or enforceability of any or all of the remaining portions thereof.

15.8. Amendment; Waiver. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless in writing and signed by an authorized officer of each Party. No failure or delay on the part of either Party in the exercise of any right or privilege hereunder shall operate as a waiver thereof of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

15.9. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile or scanned signatures.

15.10. Relationship of Parties. Each of the parties is an independent contractor and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between them. Neither Party will have the power to bind the other or incur obligations on the other's behalf.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first above written, and represent that the persons whose signatures appear below are duly authorized:

[CUSTOMER NAME]

By:

Name:

Title:

Date: \_\_\_\_\_

DECISION LENS, INC.

By:

Name: Jorge Forgues

Title: Chief Financial Officer

Date: \_\_\_\_\_